

SHORT TERM DISABILITY, LONG TERM DISABILITY
or DISABILITY INCOME INSURANCE
RETAINER AGREEMENT

I, James Cates, hereby employ Eric Buchanan & Associates, PLLC to represent my interests in my claims against Nationwide Express, Reliance Standard Life Insurance Company and/or anyone else I may have a claim against for Short Term Disability, Long Term Disability and/or Disability Income Insurance benefits under the following terms and conditions:

FEE FOR LEGAL SERVICES

The terms and conditions of this contract shall remain valid through the litigation of this claim.

If I am awarded back benefits and/or continued periodic benefits:

I agree that I will pay Eric Buchanan & Associates, PLLC **40%** of any payment of **back benefits** actually paid to me or received by me or my attorney on my behalf, should my claim be resolved by payment of back benefit plus continuing periodic payments under my plan or policy; further, I agree to pay **20%** of my periodic check as they are paid in the future as payment for legal services on my claim for getting my benefits paid or resumed. If my benefits are discontinued and Eric Buchanan & Associates again represents me on my claim to have my benefits re-started, I understand that will be a new case, with a new contract and a new fee for that separate representation.

If I am awarded a lump-sum:

If I am awarded a lump-sum (including an award or settlement of past and future benefits, whether paid in whole or reduced for purposes of settlement), I agree to pay **33 and 1/3% of any such lump sum**, for legal services on my claim.

The "award" includes money recovered and debts reduced:

Payment of benefits includes any benefits paid to me or credited to any overpayment debt I have with the insurance carrier or plan. For example, if I owe back benefits to the insurance carrier because of any social security benefits I was previously awarded, the fee I owe my attorney for winning my disability claim shall be based on the amount of back benefits I am awarded by the insurance carrier, including any amount not paid to me in cash because it is used to pay off my overpayment of benefits created by a social security offset.

"Payment" or "award" includes any payment of past due benefits (calculated before taxes are withheld), settlement for a lump sum, or release of overpayment obligation, whether by court order or judgment, settlement agreement, or payment by the insurance company, plan or other obligor.

I understand that should I win my social security disability benefits and my Short Term Disability, Long Term Disability and/or Disability Income Insurance benefits, that each claim is separate and that the fees for each case will be separate should Eric Buchanan & Associates, PLLC represent me in more than one type of claim.

If I am paid interim benefits:

I further agree that if Eric Buchanan & Associates, PLLC, have performed work on my claim as my legal representative and the insurance company pays or begins to pay me interim benefits but still disputes part of my claim (under a reservation of right or similar stipulation) and I desire that Eric Buchanan & Associates, PLLC continue representing me, the amount of any interim benefits paid shall be included as part of the recovered monies out of which a fee will be charged. I agree that should I receive interim benefits as discussed in this paragraph, and desire Eric Buchanan & Associates, PLLC to continue to represent me, I will pay 40% of any interim benefits received to Eric Buchanan & Associates, PLLC to be placed in a Trust Account until a final settlement or decision on this claim is made. When a final settlement or decision is made on this claim, the fee placed in the Trust Account will be applied toward any fee I owe.

If I am awarded attorneys fees by a court:

I understand that sometimes the courts are willing to award attorney's fees under ERISA, state bad faith insurance law or other applicable law. I agree that any award of attorney's fees granted by the court shall be paid to Eric Buchanan & Associates, PLLC. I understand that I will receive credit toward the agreed-to fee under this contract for any fee that is awarded by a court.

REIMBURSEMENT FOR EXPENSES:

I understand and agree that any and all costs which are necessary for the prosecution of this claim can be advanced on my behalf by Eric Buchanan & Associates, PLLC or such other law firm as it may designate for that purpose; that, at the time of settlement, upon conclusion of the litigation, or upon termination of representation by Eric Buchanan & Associates, PLLC I shall reimburse said attorneys for all such expenses advanced on my behalf. In addition, any expenses, such as statements, invoices, or similar requests for payment, received by Eric Buchanan & Associates, PLLC after settlement or conclusion of litigation and disbursement of settlement proceeds are my responsibility and shall be paid by me immediately upon receipt of same forwarded to me by Eric Buchanan & Associates, PLLC. I understand that I may be billed for costs during the pendency of the litigation of my claim and may pay any accrued costs while my claim is pending.

I will not have to pay a fee, only expenses, if I do not win, unless I withdraw against advice of counsel. Expenses due at the conclusion of the lawsuit shall be paid out of my (the client's) portion of the award or settlement.

If I fail or refuse to pay my fee or expenses advanced on my behalf, I agree that I will be responsible for paying reasonable attorneys' fees and costs incurred by Eric Buchanan & Associates in collecting the fees and costs.

CONDUCT OF CLAIM/LITIGATION:

I understand that any decision to settle or dismiss my claim or lawsuit shall be made by me and the firm of Eric Buchanan & Associates, PLLC in joint consultation. I further understand that no amounts shall be obtained in any pre-litigation negotiations until my approval is first obtained. I understand that no settlement of my claim will be made without my prior and express authorization. I understand that the attorney at Eric Buchanan & Associates, PLLC will exercise his or her legal judgment to act as my legal representative and will have the authority to decide what legal strategy, tactics and procedures are in my best interest. All of the above notwithstanding, if I am out of contact with my attorneys, and fail to respond to attempts to contact me within a reasonable time (which is normally 15 days, but may be less if a deadline is approaching), then I authorize Eric Buchanan & Associates, PLLC to take such action as they deem appropriate and in my best interest.

If at any time I discharge Eric Buchanan & Associates, PLLC prior to the conclusion of the claim, without the agreement of Eric Buchanan & Associates, PLLC, I agree they may assert a lien on the claim for their time at any hourly rate of **\$525.00** an hour for work performed by Eric Buchanan, **\$375.00** an hour for work performed by any other attorney at Eric Buchanan & Associates, PLLC, and **\$120.00** per hour for paralegal time. If I withdraw my claim against the advice of Eric Buchanan & Associates, PLLC and thus do not receive a judgment or settlement that I otherwise had a chance of receiving, then I agree to pay Eric Buchanan & Associates, PLLC the quantum meruit value of their services at the hourly rates quoted above.

TERMINATION OF REPRESENTATION:

I understand that in the event Eric Buchanan & Associates, PLLC determine that in their professional judgment the lawsuit or other matter described above should be dismissed, settled, or otherwise disposed of, and I do not agree or consent to such disposition, Eric Buchanan & Associates, PLLC reserves the right to withdraw as counsel in this matter, subject to court approval, if such Court approval is necessary. I further understand that Eric Buchanan & Associates, PLLC may withdraw as counsel in this matter for any other good and valid reasons, including if I fail to cooperate or fail to follow the firm's advice or insists that the firm does something illegal or unethical. In the event that Eric Buchanan & Associates, PLLC withdraws, I am solely responsible for locating other counsel, and no fee for legal services shall be due, other than costs already advanced.

PERMISSION TO PROVIDE CONFIDENTIAL INFORMATION TO ADVANCE MY CASE

Eric Buchanan, his associates and employees have my permission to disclose confidential information about me, obtained from me, from medical, psychiatric, and psychological records, or from any other source, as Eric Buchanan, his associates or his employees see fit in their discretion to disclose to others in the interest of advancing my case.

SCOPE OF REPRESENTATION: NO TAX ADVICE GIVEN

I understand that Eric Buchanan, his employees and associates are not tax attorneys, and will not provide legal advice on taxation of my benefits. I agree to consult with a tax attorney or other appropriate tax professional if I have and questions about the taxability of my benefits.

I hereby acknowledge that I am authorized to enter into this agreement, and that I have read, understand and agree to the terms of this agreement.

X James Cates
James Cates

496-58-6115
Social Security Number

X FEB - 29 2012
Date

[Signature]
Attorney Signature

2/29/12
Date